

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 2 PAGES	
2. AMENDMENT/MODIFICATION NO. 2		3. EFFECTIVE DATE 02/28/02		4. REQUISITION/PURCHASE REQ. NO. AMLSXXXX-009-2		5. PROJECT NO. (If applicable)	
6. ISSUED BY USDA, APHIS, MRP-BS, ASD, Contracting Butler Square, 5th Floor 100 North Sixth Street Minneapolis, MN 55403		CODE 6395		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO. 30-M-APHIS-02	
				X		9B. DATED (SEE ITEM 11) 12/07/01	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							

Continued on following pages.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

A. The purpose of this amendment is as follows:

1. to make changes due to the allowance of progress payments,
2. to provide the government response to two additional questions.

B. Responses to the following four questions are provided:

Question 3: What is an allowable indirect or overhead rate for this project?

Response: This solicitation will result in a firm fixed price contract and the government is not setting an indirect or overhead rate.

Question 4: Would expense reporting fitting our accounting system be acceptable?

Response: The government is not requiring any specific accounting system other than that adequate to meet the terms of the solicitation. The contractor's accounting system and controls must be adequate for the tracking, segregation and accumulation of contract costs in accordance with Section C, paragraph 8, and the clause at FAR 52.232-16, incorporated by reference in Section I, since the government intends to allow for progress payments under any resulting contract.

Question 5: Will the government require the submittal of copies of all receipts with the Quarterly Expense Reports?

Response: The government will not require the submittal of receipts with the Quarterly Expense Reports. However, the government reserves the right to request additional documentation for any claimed expense.

Question 6: Will tuition and fees for graduate students be considered allowable expenses?

Response: Tuition and fees are generally considered part of graduate students' salary, so they would be considered allowable.

C. The following six replacement pages are provided. Please delete these pages from the original solicitation and replace with the changed pages provided with this amendment. Changed paragraphs are denoted by vertical lines in both margins.

Section C	Pages 8 - 11
Section I	Page 20
Section L	Page 41

D. There is no further change to the solicitation.

E. The date, time and place for the receipt of proposals remains unchanged.

END OF AMENDMENT

Upon approval and release by AMS, the Contractor may publish the results of this study, providing appropriate acknowledgment is cited for the contributions of AMS.

7.0 ACCESSIBILITY REQUIREMENTS

The methodology and documentation developed by the Contractor shall conform to the accessibility standards as published under Section 508. For more information, go to www.section508.gov.

8.0 PERFORMANCE REQUIREMENTS

All methodology and documentation delivered under this contract shall remain the property of AMS. Documents shall be in Microsoft Word, version 7.0 (or higher). The contractor shall provide documentation in electronic format as well as three hard copies.

8.1 Quarterly Progress Reports: The Contractor shall submit to the COTR Quarterly Progress Reports. Reports shall be received by the COTR no later than thirty (30) calendar days following the end of each calendar quarter during the contract period. Reports shall include, but not be limited to, project accomplishments during the reporting period, discussion of progress relative to projected timeline, and planned activities during the next quarter. (Note: Any modifications to the project content or approach must be approved by the Contracting Officer prior to implementation.)

The COTR shall have seven (7) working days following receipt of each Quarterly Progress Report to approve or disapprove the report. If disapproved, the Contracting Officer shall, within seven (7) working days following such disapproval, convene a conference of the Contractor, the Contracting Officer, the COTR and other parties as designated by the Contracting Officer, to discuss and resolve project deficiencies.

8.2 Quarterly Expense Reports: The Contractor shall submit to the COTR a quarterly summary, by category, of all expenses related to the project. The Quarterly Expense Report shall include summary information, current quarterly expenses by category and a list of transaction details. Expense categories shall include, but not be limited to, personnel expenses, materials and supplies, travel expenses and overhead. Quarterly Expense Reports shall accompany the Quarterly Progress Reports (see Section 8.1). Progress payments based on a percentage of costs invoiced may be paid on a quarterly basis in accordance with the progress payments clause (See Section I) and with the approval of the Contracting Officer. Payments shall not be made until approval of that quarter's Quarterly Progress Report by the COTR.

AMS reserves the right to request additional documentation for any claimed expense.

8.3 Interim Progress Conference: An Interim Progress Conference will be called by the Contracting Officer approximately halfway through the contract period, to discuss project progress, results, and direction. Additional conferences may be requested by either the Contractor or the COTR to confer on project progress, results, or direction, to be called at the discretion of the Contracting Officer.

8.4 Submission of Draft Final Project Report: The Contractor shall provide a draft of the Final Project Report to the COTR no later than thirty (30) working days prior to the date specified in section 9.0. The COTR will have twenty (20) working days to review the draft Final Project Report and provide comments to the Contractor for inclusion in the final product.

AMS reserves the right to submit the draft Final Project Report to a panel of technical experts for review, and to include comments from the technical panel in its submission to the Contractor for inclusion in the final product.

8.5 Submission of Final Project Report: The Contractor shall deliver the Final Project Report to the Contracting Officer no later than the date cited in Section 9.0. A Final Expense Report shall accompany the submission of the Final Project Report. The Contracting Officer and COTR shall review the Final Project Report and the Final Expense Report and, if approved, final payment, as provided in Section 13.0, shall be made to the Contractor.

The Final Project Report shall include, but not be limited to:

- A. Executive Summary
- B. Introduction
- C. Literature Review
- D. Experimental Procedures
 - * Statistical project design
 - * Number of carcasses and live hogs (if applicable) evaluated for each type of equipment
 - * Description of population sampled, including any seasonal, geographical and breed criteria used
 - * Statistical analysis methods used
 - * Description of procedures used to determine common end point as defined in Section 3.0
 - * Procedures associated with any included optional requirement(s) (see Section 3.6)
- E. Results
 - * Prediction equations, including description of variables used
 - * Discussion of equipment variability associated with data collection
 - * Results associated with any included optional requirement(s) (see Section 3.6)
- F. Discussion
 - * Discussion of results and recommended methodology for data adjustment for each equipment type
 - * Discussion of results of any included optional requirement(s) (see Section 3.6)

9.0 PERIOD OF PERFORMANCE

The Contractor shall provide to AMS the results, data and other information specified in Sections 3.0 and 8.5 no later than 18 months from the date of award.

10.0 PERFORMANCE STANDARDS

The following lists the standards and measurement of deliverables:

Deliverable	Standard	Method of Surveillance
8.1	Contractor shall submit an acceptable Quarterly Progress Report at the specified time.	COTR shall review each Quarterly Progress Report within seven (7) working days of receipt and take approval/disapproval action on the Report.
8.2	Contractor shall submit a Quarterly Expense Report to accompany the Quarterly Progress Report.	COTR shall review and take approval/disapproval action on the Quarterly Expense Report. Reimbursement of contractor expenses for that quarter, in accordance with the progress payments clause, shall not occur until approval of the Quarterly Progress Report.
8.3	Contractor shall participate in the Interim Progress Conference, and other conferences called by the Contracting Officer, and respond in writing to requested actions as specified by the Contracting Officer.	The COTR shall review Contractor responses to requested actions, and recommend action on the Contractor's responses to the Contracting Officer.
8.4	Contractor shall submit a draft Final Project Report to the COTR no later than thirty (30) working days prior to the date specified in Section 9.0, and take action on recommendations from the COTR in preparing the Final Project Report.	The COTR shall review the draft Final Project Report and provide the Contractor with recommendations for changes within the thirty (30) day period prior to the date specified in Section 9.0.
8.5	The Contractor shall submit the Final Project Report and Final Expense Report to the Contracting Officer no later than the date specified in Section 9.0	The Contracting Officer, in consultation with the COTR, shall review the Final Project Report for completeness as specified in Section 8.5, and will also review the Final Expense Report and take approval/disapproval action on both reports.

11.0 GOVERNMENT ROLES AND RESPONSIBILITIES

The Contracting Specialist is the only person authorized as point of contact on this project:

Contracting Specialist:

Donna Calacone
Minneapolis, MN
Phone: (612) 370-2495 FAX: (612) 370-2106
E-mail: donna.m.calacone@usda.gov

The Contracting Officer may refer technical aspects of this contract to the Contracting Officer's Technical Representative (COTR). The designated COTR is:

Herbert C. Abraham
Chief, Standardization
USDA/AMS/LS
Stop 0254, Room 2603-S
1400 Independence Avenue, SW
Washington, DC 20250-0254
Phone: (202) 720-4486 FAX: (202) 720-1112
E-Mail: Herbert.Abraham@usda.gov

12.0 GOVERNMENT FURNISHED FACILITY and/or PLACE OF PERFORMANCE

It is expected that the Contractor's services will not require provision of Government facilities.

13.0 INVOICES AND PAYMENTS

The Contractor shall submit quarterly expense reports to the COTR for approval, as described in Section 8.2. The Contracting Officer shall withhold a portion of the contract amount in accordance with the progress payments clause pending receipt and approval of the Final Project Report and the Final Expense Report.

30-M-APHIS-02

Section I

I.1 (Continued)

NUMBER	TITLE	DATE
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY 1989
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 2000
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-17	RIGHTS IN DATA - SPECIAL WORKS	JUN 1987
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-16	PROGRESS PAYMENTS	MAR 2000
	Alternate I	MAR 2000
52.232-25	PROMPT PAYMENT	MAY 2001
52.232-32	PERFORMANCE-BASED PAYMENTS	MAY 1997
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED-PRICE	AUG 1987
	Alternate I (APR 1984)	
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY 2001
52.245-1	PROPERTY RECORDS	APR 1984
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)	DEC 1989
52.245-18	SPECIAL TEST EQUIPMENT	FEB 1993
52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR 1984
52.246-20	WARRANTY OF SERVICES	MAY 2001
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP 1996
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

SECTION L - INSTRUCTIONS, CONDITIONS, AND
NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov/far

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
PROVISIONS

NUMBER	TITLE	DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN 1999
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS-- COMPETITIVE ACQUISITION	MAY 2001
52.232-13	NOTICE OF PROGRESS PAYMENTS	APR 1984

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Donna Calacone